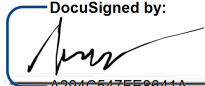


MEMORANDUM OF AGREEMENT

This document and attachments hereto constitute the Memorandum of Agreement which confirms the agreement reached between the parties as a result of the 2022 – 2027 Master Agreement negotiations between the National Association of Broadcast Employees and Technicians, the Broadcasting and Cable Television Workers Sector of the Communications Workers of America, AFL-CIO-CLC (hereinafter called “NABET-CWA”) and NBCUniversal Media, LLC.

As an express and material term of the parties’ agreement, the NABET-CWA bargaining committee agrees to unanimously recommend this Memorandum of Agreement for ratification by the NABET-CWA membership. The attachments hereto are those items which have been agreed upon by the parties, and are written in contract language unless otherwise specified. It is also agreed that conforming and updating changes will also need to be made in the new Master Agreement. Furthermore, all proposals made during the negotiations and not attached hereto are deemed to have been mutually withdrawn by the parties.

NBCUniversal Media, LLC

DocuSigned by:  
By:   
A294C547FE8041A...

Neil Mukho  
Senior Vice President, Labor Relations  
NBCUniversal Media, LLC

Date: Nov 11, 2023

NABET-CWA

By: 

Charles G. Braico  
Sector President  
NABET-CWA, AFL-CIO

Date: NOVEMBER 10, 2023

Original presented on 1/25/23; revised 2/22/23; revised 3/28/23; revised 3/30/23; revised 5/17/23

COMPANY COUNTER PROPOSAL

WAGE SCALES

In the event that the Company receives formal notice of full ratification of the 2022 – 2027 Master Agreement on or before December 22, 2023, the following increases shall apply to each individual contract and Sideletter 64:

- (a) Effective as of the beginning of the first full payroll period following notice of ratification, base wages shall be increased by 3%;
- (b) Effective as of the beginning of the first full payroll period following April 1, 2024, base wages shall be increased by 3%;
- (c) Effective as of the beginning of the first full payroll period following April 1, 2025, base wages shall be increased by 3%; and
- (d) Effective as of the beginning of the first full payroll period following April 1, 2026, base wages shall be increased by 3%.

Conditioned upon the same timely notice of ratification, the Company will award a ratification bonus in the gross amount of \$2,000.00 to each Staff employee on active payroll as of **[ratification date]**. In such event, the Company will award a ratification bonus to eligible Daily Hire employees based upon days worked in calendar year 2022 according to the following table:

<u>Days Worked</u>	<u>Gross Amount</u>
170+	\$2,000.00
100 – 169	\$1,500.00
75 – 99	\$1,000.00

All ratification bonus payments are subject to all withholdings and/or deductions required or authorized by law




Revised November 8, 2023

Original presented on 2/22/23; revised 3/15/23

COMPANY COUNTER PROPOSAL

ARTICLE VII

MEAL EXPENSE ALLOWANCE

Modify Section 7.7 as follows:

(a) An employee assigned to a scheduled field pickup or other authorized Company business that requires traveling and/or work away from the home office overnight shall receive a per diem allowance of ~~Fifty-Eight Dollars (\$58.00)~~ ~~Fifty-Nine Dollars (\$59.00)~~ (increasing to ~~Fifty-Nine Dollars (\$59.00)~~ effective April 1, 2019 Sixty Dollars (\$60.00) effective [as of the beginning of the first full payroll period following notice of ratification] and then will increase to Sixty-One Dollars (\$61.00) effective April 1, 2024, and then will increase to Sixty-Two Dollars (\$62.00) effective April 1, 2025) for meals and incidental expenses for each calendar day that the employee is away from the home office. (On assignments outside the Continental United States, the per diem allowance will be the same as that provided to unrepresented staff employees of the Company on the same assignment.) The term “incidental expenses” as used in this subsection (a) refers to expenses incurred for items such as laundry and tips. For remote assignments, the Company will endeavor to procure complimentary “in-room” hotel Internet connectivity. In the case of a remote sports assignment in which the Company is unable to procure complimentary “in-room” Internet connectivity, the Company will reimburse for one (1) day of such Internet connectivity during any one (1) regular work week at such a remote sports assignment, in accordance with Company policy. Employees will not be reimbursed for telephone calls and transportation (other than transportation and telephone calls authorized by the Company for business purposes). In the unusual case in which an employee incurs reasonable and necessary expenses in excess of the per diem allowance, the employee shall submit a statement of such expenses to the management representative for approval. In the case of a remote in which meals are not readily available, the Company may cater meals in a restaurant, hotel dining room or equivalent accommodation, in which event the per diem allowance shall be reduced by Three Dollars (\$3.00) for each meal other than breakfast so catered and One Dollar and Fifty Cents (\$1.50) for each breakfast so catered. For the purpose of applying the per diem allowance, an assignment in which the employee travels by air shall be deemed to start at his or her plane's scheduled departure time and

CB <sup>DS</sup> MM

Revised September 19, 2023

Original presented on 2/22/23; revised 3/15/23

end at the actual arrival time of the plane at the gate which the employee takes to return to his or her home office, provided that, if the actual arrival time of the plane at the gate is before 2:00 A.M., the assignment shall be deemed to have ended on the previous day. On all assignments covered hereunder lasting eight (8) or more consecutive days, an employee shall receive, in addition to the per diem allowance provided above, a special laundry allowance of Three Dollars (\$3.00) per day (without submitting receipts) or up to Six Dollars (\$6.00) per day reimbursement by submitting itemized receipts for the laundry expenses, retroactive in either case to the first (1st) day of such assignment.

CB  DS

Revised September 19, 2023

Original presented on 12/6/22; revised 3/13/23

COMPANY COUNTER PROPOSAL

ARTICLE VIII

WORK SCHEDULE, OVERTIME, AND PENALTIES

Revise Section 8.3 as follows:

There shall be a minimum of twelve (12) hours, reducing to ten (10) hours effective April 1, 2024, between the end of an employee's original schedule or any extension thereof on any regular work day and the start of the next. A day off shall consist of thirty-six (36) hours off, reducing to thirty-four (34) hours effective April 1, 2024, off consecutively and two (2) days off, sixty (60) hours, reducing to fifty-eight (58) hours. Assignments during any of the above turnaround periods shall be compensated for, in addition to the regular rate, at Seven Dollars and Fifty Cents (\$7.50) per hour, for the portion of such assignment which encroaches on such turnaround period, except that the compensation shall be Fifteen Dollars (\$15.00) per hour in addition to the regular rate, for the portion of such assignment which encroaches on the four (4) hour period immediately following the end of the employee's original schedule or any extension thereof. None of the above turnaround provisions shall apply to regularly established watch changes where the parties have agreed upon a rotating watch system, or to tours separated by vacation or by leave of absence in excess of two (2) days. In addition, none of the above turnaround provisions shall apply where two (2) hours or less elapse between the end of any tour or extension thereof, and the beginning of the next, in which event, such tour will be considered as one continuous tour.

In lieu of the foregoing provision, on entertainment productions not already in existence as of March 2, 2015 ("New Entertainment Productions"), there shall be a minimum of nine (9) hours between the end of an employee's original schedule or any extension thereof on any regular work day and the start of the next. A day off shall consist of thirty-three (33) hours off consecutively and two (2) days off, fifty-seven (57) hours. Assignments during any of the above turnaround periods shall be compensated for, in addition to the regular rate at Seven Dollars and Fifty Cents (\$7.50) per hour for the portion of such assignment which encroaches on such turnaround period, except that the compensation shall be Fifteen Dollars (\$15.00) per hour, in addition to the regular rate, for the portion of such assignment which

CB

DS  
MM

Revised November 8, 2023

Original presented on 12/6/22; revised 3/13/23

encroaches on the four (4) hour period immediately following the end of the employee's original schedule or any extension thereof. This provision will automatically expire on March 31, 2028 ~~2023~~.

**[Make conforming changes to all sections of the Master Agreement including, without limitation, all applicable general and individual articles, stipulations, and side letters.]**

CB  <sup>DS</sup>  
MM

Revised November 8, 2023

Original presented on 12/6/22

COMPANY COUNTER PROPOSAL

ARTICLE X

NIGHT SHIFT DIFFERENTIAL

Revise Section 10.1 as follows:

An employee who works between the hours of 12:00 Midnight and 6:00 A.M. (5:00 A.M. ~~beginning January 1, 2018~~ for all staff employees and all daily hire employees hired after August 14, 2015, and for any daily hire employees hired before August 14, 2015 who did not work a minimum of 180 days in calendar year 2014 or who do not maintain a minimum of 170 days of daily hire employment in each subsequent calendar year) shall be paid a night shift differential of ~~fifteen percent (15%) (decreasing to thirteen percent (13%) effective April 1, 2019 and ten percent (10%) effective April 1, 2020)~~ (increasing to eleven and one-half percent (11.5%) effective April 1, 2024) of his or her straight-time rate of pay for each such straight-time hour worked, and a differential of ~~twenty-two and one-half percent (22-1/2%) (decreasing to nineteen and one-half percent (19.5%) effective April 1, 2019 and fifteen percent (15%) effective April 1, 2020)~~ (increasing to sixteen percent (16%) effective April 1, 2024) of his or her straight-time rate of pay for each such overtime hour worked.

Commencing April 1, 2024, the night shift corridor shall be 12:00 Midnight to 5:00 A.M. for all staff and all daily hire employees.

**[Make conforming changes to all sections of the Master Agreement including, without limitation, all applicable general and individual articles, stipulations, and side letters.]**

CB <sup>DS</sup> MM

Revised March 30, 2023

Original presented on 12/6/22

COMPANY COUNTER PROPOSAL

ARTICLE XV

SEVERANCE PAY

Revise Section 15.1 as follows:

The Company will grant to all employees released other than for cause, severance pay in an amount equal to one (1) week's pay for each year of Total Company Seniority; provided, however, that in no event shall a regular employee receive less than two (2) weeks' severance pay. Regular employees recalled from layoff for temporary employment pursuant to the Master Agreement shall receive such minimum severance pay only once in any calendar year. Under no circumstances will any severance pay be granted to an employee who is released from any period of temporary employment of less than four (4) weeks or who does not return to work at the end of a leave of absence. The payment of severance pay is contingent upon execution of a general release of claims in a form acceptable to the Company. The parties expressly agree that all recall rights pursuant to Section 11.7 shall not be waived when the employee is released pursuant to Section 15.1.

CB  DS

Revised March 16, 2023



Original presented on 12/6/22; revised 2/23/23

COMPANY COUNTER PROPOSAL

ARTICLE XX

GRIEVANCES AND ARBITRATION

Revise Section 20.6 as follows:

\*\*\*

~~Jonathon Monat~~

Kenneth Perea ] Los Angeles Office

Douglas Collins ]

Joan Parker Washington Office

Alan Symonette Chicago Office

In Los Angeles, where ~~three (3)~~ two (2) Umpires are designated, the Umpire shall be selected in rotation, provided that if the appropriate Umpire has no available dates for hearing the case within a reasonable period of time after the matter is referred to him or her for arbitration, the matter shall be referred to the next Umpire in rotation who has such available dates. The Company may elect to skip the Umpire selected by rotation, and proceed with the next umpire in rotation, up to two (2) times during the term of the Master Agreement. However, it is agreed that for any cases involving jurisdictional issues, the parties shall select the Umpire by striking names from the above list unless they mutually agree otherwise.

\*\*\*

CB <sup>DS</sup> MM

Revised March 29, 2023

COMPANY COUNTER PROPOSAL

ARTICLE XXII

BENEFIT PLANS AND PROGRAMS

Commencing January 1, 2024, the parties hereby agree all NABET staff employees will be eligible for 7 MyDays to be used in accordance with the terms of that Policy.

Revise Section 22.14, Section 22.17, and Section 22.18 as follows:

\*\*\*

Section 22.14

The NBCUniversal ~~Personal Business Days~~ MyDays Policy shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Policy.

\*\*\*

Section 22.17

The NBCUniversal Parental Leave Policy and the NBCUniversal Child Rearing Leave Policy shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Policy.

\*\*\*

Section 22.18

The NBCUniversal Compassionate and Bereavement Leave Policy shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Policy.

\*\*\*

CB <sup>DS</sup> MM

November 8, 2023

COMPANY COUNTER PROPOSAL

ARTICLE XXIV

ON – CAMERA APPEARANCES

Update the rates contained in Section 24.1 to reflect the current rates as provided in the SAG-AFTRA Network Code Agreement.

CB <sup>DS</sup> MM

March 16, 2023

COMPANY COUNTER PROPOSAL

ARTICLE XXVI

TERM OF AGREEMENT

Revise Section 26.1 and 26.3 as follows:

Section 26.1

Basic minimum wage scales specified in all agreements herein and overtime rates based thereon, shall be effective as of the beginning of the first full payroll period following April 1, 2019 notice of ratification except as otherwise herein provided. All other money items, penalties (including meal penalties), overtime provisions, allowances, upgrades and changes in classifications and other provisions in all agreements shall be effective as of the beginning of the first full payroll period following April 1, 2019 notice of ratification or such later date as otherwise herein provided.

Section 26.2

Employees shall be paid every other week at twice the applicable weekly rates of pay set forth in the applicable agreements.

Section 26.3

This Master Agreement shall remain in effect until Midnight (New York Time), March 31, ~~2022~~ 2027. Upon written notice by either party served at least sixty (60) days prior to April 1, ~~2022-2027~~, both parties agree to commence negotiations on or before March 18, ~~2022-2027~~, for extension or modification of this Agreement for a period to commence April 1, ~~2022-2027~~.

CB  DS

November 8, 2023

Original presented on 3/30/23

COMPANY COUNTER PROPOSAL

ARTICLE A-III

CLASSIFICATIONS and WAGE SCALES

Amend the current provision as follows:

Section A3.1

(a) Groups for the purpose of classification and minimum wage scales for Staff Employees hired prior to February 10, 2012, and Daily Hire Employees who have worked under Sideletter 32 within the year prior to February 10, 2012, shall be as follows:

\*\*\*

**Group 3 - Radio and Television**

- Architectural Design Engineer
- Video Tape Engineers
- Senior Video Control Engineers
- Video Control Engineers
- Design Draftsperson
- Radio Studio Engineers
- Radio Field Engineers
- Radio Recording Engineers
- Graphic Design Engineers (New York and Washington)
- Robotic Camera Operators
- Operations Specialist

**{INSERT MODIFIED WEEKLY WAGE SCALES}**

On all live color network programs, studio or Field, using two (2) or more cameras, there will be a Group 3-Senior Video Control Engineer, in order- to coordinate the work of the ether-video engineers and maintain contact with master control.

**Group 5 - Radio and Television**

- Master Control Room Engineer
- Field Engineer

CB DS  
MM

Revised November 7, 2023

Original presented on 3/30/23

Maintenance Engineer  
Transmission Engineer  
Recording Engineer  
Audio and Video Facilities Engineer  
Construction Engineer  
Design Draftsperson  
Video Tape Engineer  
Assistant Station Engineer  
Light Direction Engineer  
Audio Control Engineer  
Radio Facilities Group Engineer  
Development Group Engineer  
Architectural Design Engineer  
Engineering Technical Clerk  
Special Services Engineer  
Construction Supervisor  
Machine Shop Supervisor  
Special Services Engineer  
Construction Supervisor  
Machine Shop Supervisor  
Engineering Development Group Engineer  
Graphic Design Engineer (New York and Washington)  
Network Distribution Coordinator  
Robotic Camera Operator  
Operations Specialist  
Sports Camera Operator atop a temporary structure of at least 25 feet in height  
Drone Operator (camera operator / pilot)  
Senior Video Control Engineers  
Video Control Engineers

**{INSERT MODIFIED WEEKLY WAGE SCALES}**

**Group 6 - Radio and Television**

Technical Director -- (Who is assigned to E.J. news pickups)  
Radio Facilities Group Engineer  
Development Group Engineer  
Audio and Video Facilities Group Engineer  
Transmission Engineer  
Master Control Room Engineer  
Field Engineer

CB <sup>DS</sup>  
MM

Revised November 7, 2023

Original presented on 3/30/23

Maintenance Engineer  
Station Engineer  
(at station with rated output of 5 kw or less)  
Recording Engineer  
Chief Light Direction Engineer  
Video Tape Engineer  
Senior Design Draftsperson  
Architectural Design Engineer  
Special Services Engineer  
Construction Supervisor  
Machine Shop Supervisor  
Engineering Development Group Engineer  
Graphic Design Engineer (New York and Washington)  
Robotic Camera Operator  
Operations Specialist  
Drone Operator (camera operator / pilot)

**{INSERT MODIFIED WEEKLY WAGE SCALES}**

**Group 7 - Radio and Television**

Technical Director  
Technical Director -- (Who is assigned to E.J. news pickups)  
Radio Facilities Group Engineer  
Development Group Engineer  
Special Services Engineer  
Audio and Video Facilities Group Engineer  
Transmission Engineer  
Master Control Engineer  
Maintenance Engineer  
Video Tape Engineer  
Station Engineer -- (at a station rated  
5 kw or less)  
Senior Design Draftsperson  
Construction Supervisor  
Engineering Development Group Engineer  
Graphic Design Engineer (New York and Washington)  
Skypath Control Engineer  
Los Angeles Sound Effects Supervisor  
Chief Light Direction Engineer  
Robotic Camera Operator

CB 

Revised November 7, 2023

Original presented on 3/30/23

Operations Specialist  
Senior Video Control Engineer

A Group 7 Senior Video Control Engineer will be assigned to Studio or Field programs using eight (8) or more cameras.

**{INSERT MODIFIED WEEKLY WAGE SCALES}**

\*\*\*

(b) Groups for the purpose of classification and minimum wage scales for Staff and Daily Hire employees who have not worked under Sideletter 32 within the year prior to February 10, 2012, or who are hired on or after February 10, 2012, shall be as follows:

**[Conform all Groups and Classifications updates in A3.1(b) to match modified language in A3.1(a).]**

\*\*\*

The Company reserves its right to assign work as described in Sideletter 14 and Sideletter 45.

CB 

Revised November 7, 2023



Original presented on 8/10/23

COMPANY COUNTER PROPOSALARTICLE C-IIICLASSIFICATIONS and WAGE SCALES

Amend the current provision as follows:

## Section C3.1

The minimum wage scale for Stage Manager, Senior Stage Manager, Commercial Film Editor and Senior Commercial Film Editor shall be as follows:

	<u>4/01/19</u>	<u>4/01/20</u>	<u>4/01/21</u>
Stage Managers			
0-6 months	1,007.00	1,032.00	1,058.00
6-18 months	1,079.50	1,106.50	1,134.00
18-30 months	1,191.00	1,221.00	1,251.50
30 months & over	1,425.00	1,460.50	1,497.00
Sr. Stage Mgr.	1,481.50	1,518.50	1,556.50
	-	-	-
Commercial Film Editor			
0-6 months	862.00	883.50	905.50
6-12 months	934.00	957.50	981.50
1-2 years	1,001.50	1,026.50	1,052.00
2-3 years	1,190.00	1,220.00	1,250.50
3 years and over	1,362.50	1,396.50	1,431.50
Sr. Commercial Film Editor	1,560.50	1,599.50	1,639.50

Replace the existing wage escalator with the Group 5 extended wage escalator contained in Article A-III, effective upon the beginning of the first full payroll period following notice of ratification.

CB 

Revised September 19, 2023

COMPANY COUNTER PROPOSAL

D CONTRACT

NEW BUSINESS AGREEMENT

Amend the current provisions in Sections D-III, D-IV, and D-V as follows:

ARTICLE D-III

DAILY EMPLOYEES

Section D3.1

For daily hire employees, while assigned pursuant to this "D" Agreement, Stipulation 18 and/or Sideletter 32 shall apply except as follows:

Even though an individual has worked as a daily hire under Stipulation 18 and/or Sideletter 32 for one hundred and seventy (170) or more days in any calendar year, while working pursuant to this "D" Agreement he/she will not be covered by: Short turnaround (Sections 8.3, excluding the second sentence; N5.1(a) and U4.3, excluding the second sentence); Continuous tour (last sentence of Sections 8.1 and U4.1) or call back (Sections 8.4(b) and U4.5(b); or notice of daily schedule change (Section 8.6(c); the first paragraph of Section 8.7, if applicable; and Section 8.8(c)).

Commencing April 1, 2024, "D" Agreement Daily Hires will be eligible for Short turnaround as provided in Section 8.3, N5.1(a) and U4.3.

ARTICLE D-IV

ALL EMPLOYEES

Section D4.1

For all employees, while assigned pursuant to this "D" Agreement, the Master Agreement shall be amended as follows:

The following provisions shall not apply: Articles VIII (except Section 8.3 (effective as of 4/1/2024), 8.9(b) and (c)) (Company policy shall apply with respect to regular work day, regular work week, overtime and recording and measuring of time worked);

September 19, 2023<sup>-DS</sup>

CB MM

Articles XXIV; Section A2.2 (e); Articles A-V; A-VI; A-VII; A-XI; Stipulations 2, 3, 4, 7, 11, 18, 19, 22 and 23; Sideletters GA-1, WA-1, Video Tape Agreement; Sideletters 3, 7, 8, 10, 11, 14, 15, 16, 17, 18, 19, 21, 23, 27, 40, 42, 44, 45, 49, 57, 61, 62, 64, 66, 70, 71 and 73. It is understood that the exclusion of some of the provisions in this paragraph are intended for clarification only and may be redundant in light of this being a separate Master Agreement Contract and its application only to work which is not within the Union's exclusive jurisdiction.

In lieu of Articles IX and A-VIII, the following shall apply: employees should generally receive a one (1)-hour "unpaid" first meal break. In the event an employee does not receive such a break, the employee shall be paid for time worked during such meal break in accordance with Company policy. For long tours, reasonable meal breaks will be given.

In lieu of Section 10.1, the following shall apply: An employee who works between the hours of 12 midnight and 6 a.m. (5:00 A.M. ~~beginning January 1, 2018~~ for all staff employees and daily hire employees hired after August 14, 2015, and for any daily hire employees hired before August 14, 2015 who did not work a minimum of 180 days in calendar year 2014 or who do not maintain a minimum of 170 days of daily hire employment in each subsequent calendar year) shall be paid a night shift differential of ten percent (10%) (increasing to eleven and one-half percent (11.5%) effective April 1, 2024) of his or her straight-time rate of pay for each such straight- time hour worked, and a differential of fifteen percent (15%) (increasing to sixteen (16%) percent effective April 1, 2024) of his or her straight time rate of pay for each such overtime hour worked. ~~Such hours shall not count for purposes of Section 10.2.~~

Commencing April 1, 2024, the night shift corridor shall be 12:00 Midnight to 5:00 A.M. for all staff and all daily hire employees.

ARTICLE D-V

WAGE SCALE

Section D5.1

Minimum Wage Scale (~~0-1-year~~ 2 - 3-year step of the A Contract Group 2 Extended Escalator scale):

	<u>4/01/19</u>	<u>4/01/20</u>	<u>4/01/21</u>
New Business	772.00	791.50	811.50

September 19, 2023

CB MM

COMPANY COUNTER PROPOSAL  
ARTICLE U-III  
CLASSIFICATIONS and WAGE SCALES

Amend the current provision as follows:

Section U3.1

	<u>-4/01/19</u>	<u>-4/01/20</u>	<u>-4/01/21</u>
0-1 years	<u>-974.50</u>	<u>-999.00</u>	<u>1,024.00</u>
1 year & over	<u>1,270.50</u>	<u>1,302.50</u>	<u>1,335.00</u>

Replace the existing wage escalator with the Group 2 extended wage escalator contained in Article A-III, effective upon the beginning of the first full payroll period following notice of ratification.

CB 

September 19, 2023

COMPANY COUNTER PROPOSAL

ARTICLE A-VIII

OTE

Increase OTE payment from \$42.00 to \$43.00 effective as of the beginning of the first full payroll period following notice of ratification.

**[Make conforming changes to all sections of the Master Agreement including, without limitation, all applicable general and individual articles, stipulations, and side letters.]**

CB 

November 8, 2023

COMPANY COUNTER PROPOSAL

STIPULATION 29

MEAL PROVISIONS

Add new Stipulation 29 as follows:

1. Staff: Notwithstanding any language to the contrary in Article VIII of the Master Agreement, the Parties' clarify that the language in Article VIII, Section 8.1 excluding meal periods as time worked for any purpose, including for purposes of calculating overtime, does not apply to the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) consecutive day provisions of the Master Agreement; or change the calculation and/or payment of any "missed meal" penalties under the Master Agreement due to staff employees who work through their paid meal period; or affect the applicability of daily overtime after eight (8) hours worked under Article VIII, Section 8.5.
2. Daily Hires: Furthermore, it is understood that in the event a daily hire employee works more than forty (40) hours or five (5) days at an eight hour minimum call in a workweek ("defined as beginning 12:01am Saturday and continuing until 12:00 Midnight the following Friday"), the daily hire employee will receive additional compensation at one-half (1/2) of his or her straight time rate of pay for all hours worked on the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day within the NABET workweek. In no case shall overtime accrue on overtime. Additionally, the exclusion of meal periods as time worked for any purpose does not change the calculation and/or payment of any "missed meal" penalties under the Master Agreement due to daily hires who work through their paid meal period; or affect the applicability of daily overtime after eight (8) hours worked under Sideletter 32, Paragraph 1.

CB <sup>DS</sup> MM

November 7, 2023

COMPANY PROPOSAL

SIDELETTER 4

Revise Sideletter 4 as follows:

It is agreed that all written stipulations, sideletters and other written agreements entered into between NBC or NBCUniversal and the National Association of Broadcast Employees and Technicians, AFL-CIO, during the period from April 1, 1987 to ~~March 31, 2022~~ March 31, 2027 will be deemed to be in effect for the period of the current contract and shall remain in effect until and unless modified by agreement of the parties or they expire or are terminated in accordance with their specific terms.

CB  MM

November 8, 2023

Original presented on 12/6/22; revised 2/22/23; revised 3/14/23; revised 3/29/23

COMPANY COUNTER PROPOSAL

SIDELETTER 10

OVERSEAS ASSIGNMENTS

Revise Sideletter 10 as follows:

This will confirm the understanding which we reached during the negotiation of our Settlement Agreement regarding the assignment by the Company of NABET-CWA-represented employees to work outside of the Continental United States. This Sideletter reflects a departure from previous iterations in how a split week may be compensated.

For the purposes of this Agreement, "split week" shall be defined as a work week wherein the covered employee performs work on both domestic and overseas assignments.

If the Company wishes to make any non-news ~~sueh~~ assignments outside the Continental United States during the term of this Agreement, it will discuss and agree upon the conditions of such non-news assignments with the Union.

With respect to NABET-CWA-represented Newswriters and Engineering employees assigned, at the Company's option, to news assignments overseas outside the Continental United States, the parties agree as follows:

1. Exclusive Overseas Workweek

~~1.~~ For each day a covered employee is employed overseas in an exclusive overseas work week, the Company will pay him or her at a rate of two hundred and twenty-five percent (225200%) of his or her applicable daily rate under the Master Agreement (hereinafter referred to as the "overseas flat rate"). Such flat rate shall constitute full payment for each day, in lieu of all other payments, including, but not limited to, regular wages, overtime, penalties and premium pay. However, any covered employee hired pursuant to Section A2.2(e)5 or Sideletter 32 shall receive the daily benefit payment in addition to the flat rate set forth in this subparagraph.

For the purposes of this Agreement, "work week" shall be defined as a seven (7) day period commencing on Saturday at 12:01 A.M. and ending on Friday at midnight,

CB 

Revised November 7, 2023



Original presented on 12/6/22; revised 2/22/23; revised 3/14/23; revised 3/29/23

and "an exclusive overseas work week" shall be defined as a work week wherein the covered employee performs only overseas assignments.

If a covered employee is assigned incidental work while in CONUS that is related to the overseas assignment (i.e., packing gear, unpacking gear, "under the wing" shots, immunizations, COVID testing, etc.) during a workweek that otherwise would have been an exclusive overseas workweek, the employee will be paid the overseas flat rate for the day and will not reverse the week into a split week.

## 2. Split Workweek

For each day a covered employee is employed in a week split between domestic and overseas assignments (split week), the Company will compensate the employee as follows:

a) Travel to an overseas assignment:

i) Travel overseas, on which day the employee performs work domestically, either related or unrelated to the overseas assignment, the employee shall be paid as on a continuous domestic tour until the actual arrival of the airplane at the final destination ("wheels down"). At which point, the Company may determine in its sole discretion to treat the remainder of the workday on hours as a new tour or on the overseas flat rate.

ii) In order for the Company to exercise its discretion to provide for the overseas flat rate contemplated above, the employee must be provided with a rest period of at least two (2) hours following the arrival of the airplane at the final destination and the commencement of their duties while overseas.

b) Workdays during a split week:

In its sole discretion, the Company may determine to compensate an employee for an exclusive overseas workday assigned during a split week either on hours or by providing the overseas flat rate.

c) Travel back to the Continental United States from an overseas assignment:

CB <sup>DS</sup> MM

Revised November 7, 2023

Original presented on 12/6/22; revised 2/22/23; revised 3/14/23; revised 3/29/23

In its sole discretion, the Company may determine to compensate an employee returning from an overseas assignment to the Continental United States either on hours or by providing the overseas flat rate.

~~will compensate him or her on the same basis as if he or she were on domestic assignment for the work performed during that workweek.~~

~~For the purposes of this Agreement, "split week" shall be defined as a work week wherein the covered employee performs work on both domestic and overseas assignments.~~

3. Scheduling of any type of domestic day(s) off with or without pay (e.g., day off, credit day, holiday, vacation, leave of absence, etc.) during a workweek including an overseas assignment does not constitute a domestic assignment and will not result in a split week for purposes of this Sideletter 10.

~~Travel on a Friday to an overseas assignment, on which day the employee performs only work related to that overseas assignment (including, but not limited to packing technical equipment for the trip) shall be paid pursuant to Article XVI. As of midnight at the point of departure, a new tour commences which shall be paid pursuant to this Sideletter 10.~~

~~For a tour that commences on a Friday with work performed on a domestic assignment unrelated to an overseas assignment and continues overseas without a break in such tour, the employee shall be paid as on a continuous domestic tour until the actual arrival of the airplane at the final destination.~~

3-4. An overseas assignment shall be deemed to start at the time the employee leaves the first point of departure within the Continental United States from which his or her travel to the overseas destination is uninterrupted by an overnight stay in the Continental United States. It shall end at the conclusion of the employee's return trip or an overnight stay in the Continental United States on his or her return trip, whichever is sooner. If such trip ends no later than 8:00 A.M., and the employee performs no work on that calendar day, payment for such day shall be at the applicable domestic rate.

45. Nothing in this Agreement shall affect a covered employee's right to payments due under Section 7.7 of the Master Agreement.

CB <sup>DS</sup> MM

Revised November 7, 2023

Original presented on 12/6/22; revised 2/22/23; revised 3/14/23; revised 3/29/23

56. The terms of this Agreement will be explained to the employees in advance, and they will only be so assigned should they agree to these terms.

CB  <sup>DS</sup>

Revised November 7, 2023

COMPANY COUNTER PROPOSAL

SIDELETTER 11

Amend the current provision as follows:

The Company recognizes and appreciates the unique contribution its NABET-CWA-represented engineers have made on a daily basis throughout the years in gathering material for broadcast by the Company, and it is committed to continuing to use its NABET-CWA-represented engineers as its primary workforce in the future for such work. However, the parties recognize that the Company may assign other than NABET-CWA-represented engineers to gather material for broadcast utilizing digital cameras capable of being hand-held (including, but not limited to, ~~VX-2000, Sony PD 170, Sony PD 150, Sony V1U, Sony Z1U, Sony FX 1000, TRV 11, TRV 19, Samsung SCH 80, Canon XL 1, PC 109~~ Canon EOS C200B Canon EOS 5D Mark IV, Fuji X-T4, Panasonic AG-CX350, Panasonic AG-CX10. Panasonic GH5s, Sony A7RV, Sony FX30, Sony PXW-Z190 or other similar cameras. Therefore, the parties agree as follows regarding the utilization of such digital cameras by such non-unit personnel:

\*\*\*

7. No NABET-CWA-represented engineer on regular staff as of ~~March 19, 2019~~ [day prior to notice of ratification] shall be laid off during the period ~~March 20, 2019~~ [notice of ratification] through ~~March 31, 2022~~ March 31, 2027 as a direct result of the use of such cameras by non-unit persons in accordance with the terms of this Sideletter.

\*\*\*

CB 

September 20, 2023

Original presented on 12/6/22; revised 3/14/23

COMPANY COUNTER PROPOSAL  
SIDELETTER 12  
EXTENDED LEAVE OF ABSENCE PROGRAM

Revise Article II of Sideletter 12 as follows:

ARTICLE II

ELIGIBILITY

2.1 A NABET-CWA-represented employee, in order to be eligible to apply for this Extended Leave of Absence Program, must have a minimum of ten (10) years of Total Company Seniority.

2.2 Such application by an eligible employee must be made in writing to the ~~Director, Personnel~~ Human Resources representative, no later than September 1st, to be effective in the 12-month period commencing with November 1st of the year in which application was made. The Company will notify the employee no later than October 1st of the year in which application was made as to whether or not he or she was admitted into the Program. The Company will review and consider applications in good faith, but has the sole discretion in determining whether an employee will be admitted into the Program.

2.3 No more than thirty-five (35) employees may participate in the Program on a national basis in any given Program year without the express agreement of the Company. Once in the Program, an employee shall have priority to remain in the Program over other employees, except that employees who are less than fifty (50) years of age and have less than twenty (20) years of Total Company Seniority shall have to reapply annually in accordance with Section 2.2 in order to remain in the Program. Should the number of employees already participating in the Program, plus the number of new applicants in any year exceed such maximum number, the order of priority of such new applicants shall be established by their Total Company Seniority. The Company will review and consider applications in good faith, but has the sole discretion in determining whether an employee who has participated in the Program will be permitted to remain in the Program in the following year. To the extent the Company approves an employee's request to remain in the Program, the Company will also determine the dates of the leaves of absence, giving consideration<sup>DS</sup>

CB MM

Revised March 28, 2023

Original presented on 12/6/22; revised 3/14/23

to the employee's request, provided that, in the event the dates so selected are not acceptable to the employee, he or she will be allowed to withdraw his or her application for admission to the Program without prejudice to his or her rights to reapply at a later date.

Any person who replaces a Program participant shall be a temporary employee during the period of replacement, and Sections 3.3, 3.5, 3.6, 3.7, Article XI, and Stipulation 22 shall be inapplicable to such person.

CB  DS

Revised March 28, 2023

NABET-CWA PROPOSAL

SIDELETTER 23

Amend the current provision as follows:

Whether or not shot with digital cameras, the Company will use NABET-CWA represented engineers as its primary workforce to perform the functions in connection with Company-produced broadcast television programming for which such engineers have traditionally been the primary workforce prior to March 31, 2006, including primetime dramatic programs (including sitcoms) shot television-style (utilizing video cameras recorded through or connected to a video switcher), news, sports, game programs, daytime serials, variety programs, talk shows, reality shows and live dramatic programs.

It is understood the concept of primary workforce is on an overall basis comprising all operations and entities covered by the Preamble and is not tied to any one location, program, department, timeframe etc.

Provided the Company is able to obtain a similar commitment from other unions or guilds which it has agreements that such unions or guilds will not claim the work described in the first paragraph of this Sideletter, the Union agrees that it will not claim work which has traditionally been done on film which now may be produced utilizing digital technology e.g. 24P (or other technology which effectively substitutes for the look of film) and which is shot film-style. Examples of such broadcast television programming are segments of variety programs and primetime multi-camera dramatic programs (including sitcoms).

The terms of the Sideletter are without prejudice to the contractual positions of the parties regarding any other provision of the Master Agreement. However, in response to a claim it has not met its obligation(s) as specified under this Sideletter, neither party will assert that any other provision of the Master Agreement relieves it of such obligation(s).

This Sideletter neither expands nor contracts the jurisdiction of the Union under the ~~2018–2022~~ 2022 – 2027 Master Agreement. This Sideletter automatically expires on March 31, ~~2023~~2028.

CB <sup>DS</sup> MM

November 8, 2023

Original presented on 3/28/23; revised 3/30/23

COMPANY COUNTER PROPOSALSIDELETTER 32DAILY BENEFIT PAYMENT

Revise the 3<sup>rd</sup> subparagraph of Paragraph 1 of Sideletter 32 as follows:

Daily employees shall receive a daily benefit payment of ~~Sixty-Seven Dollars (\$67.00) (increasing to Sixty-Nine Dollars (\$69.00) effective the first full payroll period following April 1, 2019, then increasing to Seventy Dollars (\$70.00) effective the first full payroll period following April 1, 2020, then increasing to Seventy-One Dollars (\$71.00) effective the first full payroll period following April 1, 2021)~~ Seventy-One Dollars (\$71.00) (increasing to Seventy-Two Dollars (\$72.00) effective as of the beginning of the first full payroll period following notice of ratification, then increasing to Seventy-Four Dollars (\$74.00) effective as of the beginning of the first full payroll period following April 1, 2025) except that a tour of twelve (12) hours or less which begins on one (1) calendar day and ends on another calendar day shall require only one (1) such payment. In the event the Company is required to cover daily-hire employees in any employee benefit program, the costs to the Company of providing such coverage shall be offset against such ~~Sixty-Seven Dollars (\$67.00) (increasing to Sixty-Nine Dollars (\$69.00) effective the first full payroll period following April 1, 2019, then increasing to Seventy Dollars (\$70.00) effective the first full payroll period following April 1, 2020, then increasing to Seventy-One Dollars (\$71.00) effective the first full payroll period following April 1, 2021~~ (increasing to Seventy-Two Dollars (\$72.00) effective as of the beginning of the first full payroll period following notice of ratification, then increasing to Seventy-Four Dollars (\$74.00) effective April 1, 2025). The amount to be offset to provide such coverage shall be determined by the Company's Vice President, Labor Relations and the Sector President of the Union, or their designees. If they should fail to agree, the matter may be submitted to an Impartial Umpire by either party for determination of the appropriate amount to be offset. The parties have agreed that the first ~~Twenty Dollars (\$20.00) (increasing to Twenty-Two Dollars (\$22.00) effective the first full payroll period following April 1, 2019 then increasing to Twenty-Three Dollars (\$23.00) effective the first full payroll period following April 1, 2020, then increasing to Twenty-Four Dollars (\$24.00) effective the first full payroll period following April 1, 2021)~~ Twenty-Four Dollars (\$24.00) (increasing to Twenty-Five

DS  
 CB MM

Revised September 20, 2023



Original presented on 3/28/23; revised 3/30/23

Dollars (\$25.00) effective the beginning of the first payroll period following notice of ratification, then increasing to Twenty-Seven Dollars (\$27.00) effective the beginning of the first payroll period following April 1, 2025) of the daily benefit payment paid pursuant this paragraph, shall be contributed to the Entertainment Industry Flex Plan. (For personal services agreement application, see paragraph (b) of Sideletter 2).

**[Make conforming changes to all sections of the Master Agreement including, without limitation, all applicable general and individual articles, stipulations, and sideletters.]**

CB 

Revised September 20, 2023

COMPANY COUNTER PROPOSAL

SIDELETTER 32

SHORT TURN AROUND

Revise the 6<sup>th</sup> subparagraph of Paragraph 1 of Sideletter 32 as follows:

The following provisions of the General and Individual Articles shall not apply to daily hires and daily-hire employment: Sections 3.3, 3.4, 3.5, 3.6 and 3.7; Articles VIII (except Sections 8.3 (effective 4/1/24), 8.9(b) and (c)), XI through XV, Sections 16.4(b), 16.5, 16.6(a), 16.11 and 16.12, Articles XVII (except Section 17.1 with respect to commutation on overnight events with the prior consent of the Company), XVIII, XIX, XXII (except Sections 22.13 and 22.20 (up to the amount provided by Company policy for such employees)), and Stipulation 22; Articles H-VI, H-VII (except for the current practice regarding meal periods), M-VII, M-VIII, N-V, N-VI, N-XI and N-XII. In lieu of Sections 16.6(a) and 16.11, the following shall apply to employees hired on a daily basis:

\*\*\*

CB <sup>DS</sup> MM

November 8, 2023

Original presented on 2/22/23; revised 3/30/23

COMPANY COUNTER PROPOSALSIDELETTER 32TRAVEL ONLY RATE

Amend the third paragraph of the 16.6(a) and 16.11 "in lieu of" sections of Sideletter 32 as follows:

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, for "travel only" days to, from and/or between out-of-town assignments originating within the Continental United States (excluding Alaska), a daily employee shall be paid at the rate of [AMOUNT \$\$ (equivalent hourly rate of the top tier Group 2 wage escalator, pursuant to Section A3.1, in effect as of the date of ratification of the successor to the 2018-2022 Master Agreement)] ~~Thirty-Two 32.00~~ (increasing to ~~Thirty-Four Dollars (\$34.00)~~ effective the first full payroll period following April 1, 2019, then increasing to ~~Thirty-Five Dollars (\$35.00)~~ effective the first full payroll period following April 1, 2020, then increasing to ~~Thirty-Six Dollars (\$36.00)~~ effective the first full payroll period following notice of ratification of the successor to the 2018-2022 Master Agreement ~~April 1, 2021~~ but in no event at a rate higher than the employees' regular rate of overtime pay) per hour of travel with a minimum of eight (8) hours. Any hours of travel by such employee in excess of eight (8) hours in any such day or which, when combined with hours worked by such employee, exceed forty (40) hours in the regular work week (as defined in Section 8.2) shall be paid as overtime at one and one-half (1½) times the rate of [AMOUNT \$\$ (equivalent hourly rate of the top tier Group 2 wage escalator, pursuant to Section A3.1, in effect as of the date of ratification of the successor to the 2018-2022 Master Agreement)]. ~~Thirty-Two (\$32.00) (increasing to Thirty-Four Dollars (\$34.00) effective the first full payroll period following April 1, 2019, then increasing to Thirty-Five Dollars (\$35.00) effective the first full payroll period following April 1, 2020, then increasing to Thirty-Six Dollars (\$36.00) effective the first full payroll period following~~ notice of ratification of the successor to the 2018-2022 Master Agreement ~~April 1, 2021~~ but in no event at a rate higher than the employee's regular rate of overtime pay) per hour of travel in one-tenth (1/10) hour segments. For such days, a daily employee also will receive the applicable per diem allowance pursuant to Section 7.7 and daily benefit payment pursuant to this Sideletter. In addition, a "travel only" day shall count for purposes of Section 3.1(b) and the 170-day calculation under this Sideletter. The payments set forth in this paragraph shall be in lieu of any other wages, premiums, penalties or other compensation to which the

DS  
CB MM

Revised September 30, 2023

Original presented on 2/22/23; revised 3/30/23

employee may be entitled. For purposes of this paragraph, hours of travel shall be those, when traveling by air, train or bus, between the scheduled departure and actual arrival of the airplane, train or bus, and, when traveling by car, between the actual departure from the employee's home or hotel (as assigned) and the actual arrival at the employee's home or hotel (as assigned). Except where it is the result of the employee's choice, if the travel requires the employee to drive a distance of greater than 60 miles to a hotel from an airport, train station or bus terminal or from a hotel to an airport, train station or bus terminal, the time spent on such drive shall be paid at the rate set forth in this paragraph.

CB <sup>DS</sup> MM

Revised September 30, 2023

COMPANY COUNTER PROPOSAL

SIDELETTER 32

170 DAY DAILY HIRE ENTITLEMENTS

Amend the 170-day daily hire provision as follows:

An individual who works as a daily hire under Stipulation 18 and/or Sideletter 32 for one hundred and seventy (170) or more days in any calendar year, shall be entitled to the following from April 1<sup>st</sup> of the subsequent calendar year to the following March 31<sup>st</sup> when so employed as a daily hire:

(1) Short turnaround (Sections 8.3, excluding the second sentence; N5.1(a) and U4.3, excluding the second sentence). (This provision shall be deleted as of April 1, 2024).

(2) Continuous tour (last sentence of Sections 8.1 and U4.1).

(3) One year of credit on the Group 2 escalator. Any such credit shall be retained until the year following that year in which the employee has not worked as a daily-hire employee for one hundred and seventy (170) or more days in the preceding three (3) consecutive calendar years.

(4) Call back (Sections 8.4(b) and U4.5(b)) provided the tour the employee has completed lasted at least eight (8) hours.

(5) Annual personal leave payment in an amount equal to five percent (5%) of such employees straight-time rate of pay for all straight-time hours worked in the preceding calendar year, which shall be payable the second Friday of March of the following year. Notwithstanding the foregoing provisions of this Sideletter, in the event an individual works as a daily hire under Stipulation 18 and/or Sideletter 32 for one hundred and seventy (170) or more days in a calendar year and is offered and accepts a staff position prior to the second Friday of March of the following calendar year and remains so employed as a staff employee on the second Friday of March of the following calendar year, then the employee shall be entitled to the annual personal leave payment for such prior calendar year in accordance with the terms thereof.

DS  
CB MM

November 8, 2023

(6) Notice of daily schedule change (Section 8.6(c); the first paragraph of Section 8.7, if applicable; and Section 8.8(c)).

(7) Effective April 1, 2020, the Company will permit 170 day daily hires to participate in its commuter tax benefit program on the same basis as it offers such participation to similarly situated non-NABET represented employees. The parties agree that any changes made to the program are automatically applicable to NABET-represented 170 day daily hires to the same extent as non-NABET represented employees. It is further agreed that NABET specifically waives any right to bargain over such changes. For purposes of this understanding, the term “changes” shall include, but not be limited to: the elimination, substitution, modification, replacement, merger and/or any other adjustment of the program for program participants in general.

(8) The Company will permit 170-day daily hires to participate in its Employee Stock Purchase Program to the extent the Company allows for similarly situated non-represented freelance employees to become eligible for this benefit during the term of the 2022 – 2027 NBCU - NABET Master Agreement. The parties agree that any changes made to the program are automatically applicable to NABET-represented 170 day daily hires to the same extent as non-NABET represented freelance employees. It is further agreed that NABET specifically waives any right to bargain over such changes. For purposes of this understanding, the term “changes” shall include, but not be limited to: the elimination, substitution, modification, replacement, merger and/or any other adjustment of the program for program participants in general.

CB <sup>DS</sup> MM

November 8, 2023

Original presented on 12/6/22; revised 3/29/23

COMPANY COUNTER PROPOSAL

SIDE LETTER 32

PAY CONTINUATION CREDITS

Revise Sideletter 32 as follows:

Section 1, Paragraph 12

Where, in cases other than a production hiatus or, a partial or total temporary shutdown of a function or operating area, or the employee is taken off the schedule for performance or disciplinary reasons, the Company notifies an eligible daily-hire employee, as defined below, that it does not intend to offer further daily-hire employment to him/her for at least a thirty (30) day period and in fact the employee is not offered a shift during the thirty (30) day period, the Company shall pay said employee pay continuation credits as defined below. One day of pay (at the base pay rate the employee most frequently was paid during the latest twelve (12) months) per pay continuation credit (as defined below). The Company will make a good-faith effort to provide notice to employees under such circumstances.; however, in the event an eligible employee in such a case is not so notified, but in fact is not offered at least ten (10) days of employment in a thirty (30) day period, he/she likewise will be entitled to such pay for accrued pay continuation credits at the end of such thirty (30) day period.

An eligible daily-hire employee, defined as one who has averaged two hundred (200) attained one-hundred seventy (170) day status in the or more days of employment over a period of three (3) consecutive calendar years preceding an eligible triggering event, and is classified as a one-hundred seventy (170) day daily hire at the time of the triggering event, (provided said employee did not work less than one hundred fifty (150) days in any of such three (3) calendar years) and who did not work less than two hundred (200) days in the twelve (12) month period immediately preceding one of the triggering events described in the first two sentences of this paragraph, shall receive one (1) week of pay (i.e. five (5) days) at the base rate the employee was most frequently paid during the latest twelve (12) months ("pay continuation credit") for five (5) pay continuation credits each calendar year in which he or she worked attained two hundred (200) one-hundred seventy (170) day status or more days, provided that such calendar year(s) is/are contiguous with such three (3) year period and with a triggering event as described

CB MM

Revised September 20, 2023

Original presented on 12/6/22; revised 3/29/23

above. A daily-hire employee shall accrue no more than ten (10) weeks of pay continuation credits (i.e. fifty (50) days of pay). ~~Fifty (50) pay continuation credits.~~ Such payment shall be conditioned upon the employee executing a general release of claims drafted by and satisfactory to the Company. All accrued pay continuation credits are extinguished upon such payment, and an individual who receives such payment and later accepts daily-hire employment shall be treated as having not had previous daily hire employment for purposes of this paragraph.

CB <sup>DS</sup> MM

Revised September 20, 2023



COMPANY COUNTER PROPOSAL

SIDELETTER 32

CWA-SRT CONTRIBUTION

Revise Section 6 of Sideletter 32 as follows:

So long as no fewer than fifty (50) employees are eligible at all times, employees under this Sideletter 32 shall be eligible to participate in the CWA Savings and Retirement Trust ("CWA SRT") in accordance with the terms and conditions in effect as of October 1, 1994. The Company shall make a matching contribution to the CWA SRT of fifty percent (50%) of a daily-hire employee's contributions to the CWA SRT made under this Sideletter in a calendar year, up to a maximum of a Company contribution equal to ~~two percent (2%)~~ (increasing to two and one-half percent (2.5%) effective as of January 1, 2019) (increasing to two and three-quarters percent (2.75%) effective as of January 1, 2025) of such employee's gross earnings in the same calendar year for work performed under this Sideletter. For 2006, the Company's matching obligation shall be with regard to employee contributions and gross earnings commencing as of September 2, 2006. The matching contributions will be payable by separate check to the CWA SRT by the third Friday of March of the following calendar year. The Company shall be obligated to make matching contributions only to the extent that the CWA SRT remains a qualified plan under any and all applicable regulations.

CB 

November 8, 2023

Original presented on 3/28/23; revised 3/30/23

COMPANY COUNTER PROPOSAL

SIDELETTER 32

DAILY HIRE SICK LEAVE

Modify paragraph 7 of Sideletter 32 as follows:

7. (1) Daily hire employees who have worked a minimum of eighty (80) hours upon commencing employment with the Company shall accrue a maximum of ~~three (3)~~ five (5) paid sick leave days each calendar year according to the following schedule:

- 1 day (8 hours) after 240 hours of work in a calendar year
- 2 days (16 hours) after 480 hours of work in a calendar year
- 3 days (24 hours) after 720 hours of work in a calendar year
- 4 days (32 hours) after 960 hours of work in a calendar year
- 5 days (40 hours) after 1,200 hours of work in a calendar year

Effective January 1, 2024, Sideletter 32 170-Day Daily Hires shall not follow the accrual methodology reflected above and will be granted five (5) paid sick leave days at the start of the calendar year they qualify as a 170-Day Daily Hire.

~~(2) The accrual schedule referenced in paragraph 1 above shall commence upon ratification of a successor agreement to the 2009-2015 NABET-CWA NBCU Master Agreement.~~

~~In addition, commencing January 1, 2020, daily hire employees may accrue an additional sick leave day for carryover purposes after 960 hours of work in a calendar year. Such additional paid sick leave day may only be carried over to the immediately subsequent calendar year and shall not increase the number of paid sick leave days the employee may use in a calendar year as set forth in subparagraph (3) below.~~

~~Effective April 1, 2019, Daily hire employees shall receive the daily benefit payment provided in this Sideletter for each paid sick leave day used under this Paragraph 7.~~

(3) Daily hire employees may carry over a maximum of ~~three (3)~~ (four (4), (increasing to five (5), commencing January 1, [insert first calendar year following notice of ratification] 2020) days of unused paid sick leave days ~~(24 hours)~~ (32 hours),<sup>DS</sup>

CB MM

Revised November 8, 2023

Original presented on 3/28/23; revised 3/30/23

(increasing to 40 hours, commencing as noted above)) accrued in one calendar year into the following calendar year, but are not permitted to use more than three (3) paid sick leave days (increasing to five (5) paid sick leave days commencing January 1, [insert first calendar year following notice of ratification]) in any calendar year.

(4) Unused paid sick leave days will not be paid out upon separation from employment.

(5) Sick leave is available for use by a daily hire employee for a sickness or injury or for a daily hire employee to care for a sick child, parent, spouse, or domestic partner.

(6) Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the daily hire employee or the daily hire employee's "family member". "Family member" means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the daily hire employee stands in loco parentis; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the daily hire employee or the daily hire employee's spouse or registered domestic partner or a person who stood in loco parentis when the daily hire employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling. Sick leave also may be taken by a daily hire employee who is a victim of domestic violence, sexual assault, or stalking, or human trafficking and the employee needs to take action necessary to restore the physical, psychological or economic health or safety of the employee or the employee's family member or to protect those who associate or work with the employee. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable.

(7) In light of the foregoing commitments, the parties expressly waive the paid leave requirements of any applicable federal, state, and/or local paid sick leave laws to the extent permitted by applicable federal, state, and/or local paid sick leave laws for all NABET-CWA represented daily hire employees. Should an applicable federal, state, and/or local paid sick leave law or regulation provide a daily hire with entitlements greater than those benefits delineated in this Sideletter, the Company will provide such daily hire with the greater entitlements in accordance with such law or regulation. Notwithstanding the foregoing sentence, the Company reserves the right to waive paid sick leave benefits that are greater than those provided in this Sideletter only if the applicable law or regulation expressly allows for waiver and all the conditions for such waiver are met. Such

CB <sup>DS</sup> MM

Revised November 8, 2023

Original presented on 3/28/23; revised 3/30/23

waiver shall apply to any federal, state, and/or local paid sick leave law or regulation currently in effect or that may be adopted during the term of this Sideletter. The parties acknowledge that the provisions outlined above will be the minimum paid sick leave benefits offered to daily hires employed under this Sideletter.

CB <sup>DS</sup> NM

Revised November 8, 2023

Original presented on 3/16/23

COMPANY COUNTER PROPOSAL  
SIDELETTER 32  
SHORT-TERM UNION LEAVES OF ABSENCE

Add new paragraph (8) to Section 7 of Sideletter 32:

(8) The Company, in its discretion, may grant short-term leaves of absence (“LOA”) to daily hire employees for Union activity. Such short-term LOA for Union activity shall not exceed three (3) consecutive days and shall only apply to workdays on which there is a reasonable expectation the daily hire employee would have otherwise been placed on the schedule. Reasonable notice for LOA for Union activity shall be given to the Company by the Union; whenever possible, such notice shall be given at least two (2) weeks prior to the date requested for the beginning of such leave. For extenuating circumstances, the Union may submit a request for a daily hire employee’s short-term LOA for Union activity that extends beyond three (3) consecutive days for the Company to consider and review. The Union must submit such requests at least two (2) weeks prior to the date requested for the beginning of such leave. No more than twelve (12) approved LOA days shall be counted for purposes of Sideletter 32 and Sideletter 82 170-day benefits eligibility in each respective measurement period. The daily benefit payment shall be paid on all approved LOA days.

**[Make conforming changes to all sections of the Master Agreement, including, without limitation, the Savings & Security Program Agreement].**

CB 

Revised September 20, 2023

Original presented on 3/15/23

COMPANY COUNTER PROPOSAL  
SIDELETTER 78  
DIGITAL AND/OR STREAMING PLATFORMS

Revise Sideletter 78 as follows:

In their discussion of potential work opportunities for NABET-CWA-represented employees, the parties agreed to the following regarding the use of such employees to perform duties in connection with the Company's various ~~websites~~ digital and/or streaming platforms:

The Company may assign NABET-CWA-represented employees to perform work on NBCUniversal's websites (e.g., nbc.com, and the websites of WNBC, WMAQ, WRC and KNBC) as well as OTT streaming channels (e.g., FAST channels) and platforms (e.g., Peacock) including, but not limited to, technical and writing work. Any such work shall be assigned on a non-jurisdictional basis and any such employees may be employed under either the "A" or "D" Agreement.

Employees assigned hereunder shall receive training that, in the Company's view, is necessary to perform the ~~website~~ digital and/or streaming platform-related duties to which they are assigned.

The assignment of NABET-CWA-represented employees to perform work on Company ~~websites~~ digital and/or streaming platforms shall be on a no-precedent basis and shall not create any rights to continuation of such assignments.



Revised November 7, 2023

COMPANY PROPOSAL

SIDELETTER 80

Amend Paragraph 9 as follows:

“On or after March 31, ~~2022~~, 2027 and upon thirty days’ written notice, either party may cancel this Sideletter.”

CB <sup>DS</sup> MM

November 8, 2023

[Date of Ratification]

### Settlement Agreement Re: Digital Journalists

Whereas NABET-CWA Local 11 has filed Unit Clarification Petition 2-UC-623 with Region 2 of the NLRB; and

Whereas representatives of Local 11 and the NABET Sector (hereinafter “the Union”) have discussed this matter with NBCUniversal Media, LLC. (“the Company”); and

Whereas the Union and Company wish to settle this matter under the express terms stated below;

Now therefore the Union and the Company agree:

1. The Unit Clarification Petition 2-UC-623, previously withdrawn by Local 11, shall remain withdrawn pursuant to the terms of this agreement. Such withdrawal shall be without prejudice should such a petition be refiled following expiration of the successor agreement to the ~~2015–2018~~ 2018 – 2022 Master Agreement between the parties. The Union agrees not to refile a unit clarification petition prior to March 31, ~~2023~~2028.
2. It is further agreed between the parties that this Settlement Agreement neither expands nor contracts the jurisdiction of the Union under the terms of the Master Agreement.
3. It is further expressly agreed that nothing in this Settlement Agreement or the withdrawal of the Unit Clarification Petition shall constitute a waiver of the Union's claims in the Unit Clarification Petition regarding Digital Journalist assignments at the Network News Operations of the Company. The parties agree that this Settlement Agreement is entered without prejudice to the position of either the Company or the Union and that each party expressly reserves any and all arguments or defenses each may raise in the event of a refile of a unit clarification petition as contemplated by this Agreement. The lapsed time during which Sideletter 80 (Digital Journalist Assignments) of the Master Agreement is in effect shall neither support nor diminish any argument regarding the historical inclusion or exclusion of individuals performing Digital Journalist assignments. It is also agreed that nothing in Sideletter 80 shall prejudice either party’s position as to whether the term “Digital Journalist” refers to an assignment or a position.
4. It is further agreed that in the event that Sideletter 80 is no longer in effect and the Union brings a Unit Clarification Petition regarding Digital Journalists, the Company will not object to the refile of such Petition based upon the withdrawal described in this Agreement.

Signed:

\_\_\_\_\_  
Louis Marinaro  
President, NABET-CWA, Local 11

\_\_\_\_\_  
Charles G. Braico  
Sector President, NABET-CWA

\_\_\_\_\_  
Neil Mukho  
SVP Labor Relations, NBCUniversal Media,  
LLC



COMPANY COUNTERPROPOSAL  
SIDELETTER 82  
COMPANY BENEFITS ELIGIBILITY

Modify Section 3 of Sideletter 82 as follows:

3. Notwithstanding anything to the contrary in Sideletter 32 or otherwise, a daily hire employee shall not receive a daily benefit payment under Sideletter 32 for any day on which he or she is an active participant in any of the Plans whether such participation is a result of employment under Sideletter 32 or otherwise. Commencing as of January 1, 2024, active daily hire employees who are enrolled in the Plans and lose eligibility to participate in the Plans in the subsequent calendar year as a result of not working at least 170 days as a daily hire employee under Sideletter 32 in the qualifying look-back period shall have the option to elect for subsidized benefits continuation coverage at active employee rates for January and February in the subsequent calendar year they were enrolled in the Plans. Daily hires who elect for subsidized benefits continuation coverage shall also be eligible to receive the Daily Benefit Payment for any day worked under Sideletter 32 in such January and February Plan benefits continuation period.

CB <sup>DS</sup> MM

November 8, 2023

COMPANY PROPOSAL

SIDE LETTER 84

DIVERSITY, EQUITY AND INCLUSION COMMITTEE

Add a new Sideletter 84 to state as follows:

The parties commit to further the goal of building a more diverse and inclusive workforce. As such, the parties shall create a joint Diversity, Equity and Inclusion (DEI) committee which shall consist of four (4) representatives appointed by the Union and four (4) representatives appointed by the Company. The Company and the Union may agree to add additional representatives to the DEI committee with mutual agreement.

The DEI Committee will meet on a quarterly basis to discuss and make recommendations on current and potential diversity initiatives, including but not limited to diversity in staffing, employee retention, mentorship, and workplace equity. The DEI Committee will jointly identify specific initiatives to be considered and may request reasonable funding for such initiatives, which shall be considered by the Company in good faith.

CB 

December 6, 2022



6<sup>TH</sup> FLOOR, 501 3<sup>RD</sup> STREET, N.W., WASHINGTON, DC 20001-2797 • 202/434-1254  
FAX: 202/434-1426

**Charles G. Braico**  
**PRESIDENT**

**VIA HAND DELIVERY**

March 15, 2023

Neil Mukho  
Senior Vice President, Labor Relations  
30 Rockefeller Plaza  
Room 4740E  
New York, NY 10112

**Re: NBC Master Agreement – Sideletter 84 - Diversity, Equity, and Inclusion Committee**

Dear Neil,

This letter shall confirm the understandings reached by the Parties around the application of the Master Agreement’s new “Sideletter 84 – Diversity, Equity, and Inclusion (DEI) Committee.” As a result of discussions held during negotiations, the Company has agreed that it will treat all time spent by Union appointed representatives in any DEI Committee meetings as time worked under the terms of the Master Agreement.

The Parties have further agreed to work collaboratively to schedule DEI Committee meetings during regular working hours for all Company and Union participants.

Very truly yours,

Charles G. Braico  
President, NABET-CWA

CB:kah  
opeia2afl-cio

AGREED AND ACCEPTED:

Neil Mukho

cc: Local 11  
Local 31  
Local 41  
Local 53